AMENDMENT A01
INTERLOCAL CONTRACT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
SNHD-6-PICH-INT-15-027
(REGIONAL BICYCLE AND PEDESTRIAN PLAN FOR SOUTHERN NEVADA)

WITH REFERENCE to Interlocal Agreement SNHD-6-PICH-INT-15-027, effective January 22, 2015, between the Southern Nevada Health District ("Health District"), and the Regional Transportation Commission of Southern Nevada ("RTC") (individually referred to as "Party" and collectively as "Parties").

WHEREAS, additional funding from the PICH grant, 6NU58DP005705-02-01, is being added to this Agreement.

NOW, THEREFORE, the Parties agree to amend said Agreement as follows:

A. The fourth paragraph on page one is deleted in its entirety and replaced with the following paragraph:

   WHEREAS, Health District is the recipient of grant funding received from Centers for Disease Control and Prevention ("CDC"), Department of Health and Human Services, CFDA 93.331, a) Grant Award 1U58DP005705-01, titled Southern Nevada Partnership to Improve Community Health ("PICH") award date of September 17, 2014, and b) Grant Award 6NU58DP005705-02-01 award date of September 28, 2015; and wherein the RTC, as the subrecipient, will revise and update the Regional Bicycle and Pedestrian Plan.

B. Numbered Paragraph 1 on page 2 is revised by extending the end date of the Agreement from September 29, 2015 to September 29, 2016.

C. Numbered Paragraph 3, Compensation, is replaced in its entirety as follows:

   COMPENSATION. Contractor shall complete the services in a timely manner and consistent with the Scope of Work outlined in Attachment A, attached hereto. Contractor will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is $200,000. This project is supported by the federal PICH grant described on page 1 of this Agreement in the amount of $200,000 which accounts for 100% of the total funding of this contract.

D. Numbered Paragraphs 6 and 7 in the Agreement are hereby replaced in their entirety with the following revised Paragraphs 6 and 7:

6. BOOKS, RECORDS AND BACKUP DOCUMENTATION. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations.

   All invoices submitted for payment will include backup documentation, including, but not limited to: time sheets, paid invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District.

7. AUDIT REQUIREMENTS WITH SUBRECIPIENTS RECEIVING AWARDS FROM HEALTH DISTRICT

   7.01 The RTC must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

   7.02 If the RTC is a local government or non-profit organization that expends $750,000 or more in federal awards during its fiscal year, the RTC is required to provide the appropriate single or program-specific audit in accordance with provisions outlined in 2 CFR Part 200.501.

   7.03 If the RTC expends total federal awards of less than the threshold established by 2 CFR 200.501, it is exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials (or designees) of the federal agency, pass-through entity, and Government Accountability Office ("GAO").

   7.04 The RTC must send a copy of the confirmation from the Federal Audit Clearinghouse to benard@snhdmail.org and henri@snhdmail.org the earlier of 30 calendar days after the receipt of the auditor's reports or nine months after the end of the audit period.

   7.05 The RTC is responsible for obtaining the necessary audit and securing the services of a certified public accountant or independent governmental auditor.

   7.06 Audit documentation and audit reports must be retained by the RTC's auditor for a minimum of five years from the date of issuance of the audit report, unless the RTC's auditor is notified in writing by the Health District, the cognizant federal

agency for audit, or the oversight federal agency for audit to extend the retention period. Audit documentation will be made available upon request to authorized representatives of the health District, the cognizant federal agency for audit, the oversight federal agency for audit, the federal funding agency, or the GAO.

C. The following new clauses are hereby incorporated into this Agreement:

23. PUBLICATIONS.

a. Publications, journal articles, etc. produced under this project must bear an acknowledgment and disclaimer, as appropriate. For example: "This publication (journal article, etc.) was supported by Cooperative Agreement Number 6NU58DP005705-02-01, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services."

b. The Parties reserve the right to publish or otherwise make public the data resulting from work performed under this agreement. The Party wishing to publish or make public shall submit any such manuscript or release to the other Party for comment prior to publication or release. In addition, neither Party shall release or distribute any materials or information containing the name of the other Party or any of its employees without prior written approval by an authorized representative of the non-releasing Party, but such approval shall not be unreasonably withheld. The Health District reserves the right to be included as an author on all publications arising from PICH activities.

24. DISCLAIMER FOR CONFERENCE/MEETING/SEMINAR MATERIALS: If a conference/meeting/seminar is funded by this Agreement, the RTC must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

"Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

25. COPYRIGHT INTERESTS PROVISION: The Health District must ensure that the public has access to the results and accomplishments of public health activities funded by the grant(s) specified in this Agreement. Pursuant to applicable grant regulations and CDC's Public Access Policy, RTC agrees to submit to Health District, prior to publication, any final, peer-reviewed manuscript for any work developed under this Agreement for publication. Upon acceptance for publication, Health District will submit

the manuscript on-line through Government Manuscript Submission system ("NIHMS").

26. LOGO USE FOR CONFERENCE AND OTHER MATERIALS: Neither the Department of Health and Human Services ("HHS") nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval. RTC will request approval to use such logo(s) through the Health District.

27. RTC EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on RTC employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. The RTC shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The RTC shall insert the substance of this clause in all subcontracts over $150,000.

28. LOBBYING RESTRICTIONS.

    a. No part of any funding contained in this Agreement, or transferred pursuant to section 4002 of Public Law 111-148, shall be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

    b. No part of any funding contained in this Agreement shall be used to pay the salary or expenses related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

c. The prohibitions in paragraphs a. and b. above shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

D. ATTACHMENT A SCOPE OF WORK SNHD-6-PICH-INT-15-027 has been deleted in its entirety and replaced with the attached ATTACHMENT A-A01 SCOPE OF WORK.

E. ATTACHMENT B PAYMENT SNHD-6-PICH-INT-15-027 has been deleted in its entirety and replaced with the attached ATTACHMENT B-A01 PAYMENT.

This Amendment shall be effective from the last signature affixed to this Amendment.

All other terms and conditions remain the same.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A01 to Agreement SNHD-6-PICH-INT-15-027.

SOUTHERN NEVADA HEALTH DISTRICT

Andrew J. Glass, FACHE, MS
Director of Administration
DUNS: 137055492

Date: 11/20/15

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

DocuSigned by:
Tina Quigley
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Tina Quigley
General Manger
DUNS: 830233818

Date: 11/3/2015

Approved as to form:

Annette L. Bradley, Esq.
Attorney for Southern Nevada Health District

Approved as to form:

DocuSigned by:
Greg Gilbert
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Greg Gilbert
RTC Outside General Counsel

ATTACHMENT A-A01
SCOPE OF WORK

The Scope of Work depends on approval of carry-forward funding by the CDC and the Agreement will be amended once approval is granted to add additional funding needed to complete the scope of work below. If approval of carry forward funding is not received, RTC and Health District will meet to develop a revised Scope of Work suitable to both entities.

Period of Performance Year 1 (February 12, 2015 – September 29, 2015)

1. The RTC will update and revise the Regional Bicycle and Pedestrian Plan. A consultant will be hired to work with RTC staff and oversee stakeholder engagement, identify best practices, incorporate findings from complimentary reports from Southern Nevada, perform analysis, develop the plan, and garner support for final adoption. The updated plan will be included as an appendix to the Regional Transportation Plan ("RTP") and will help the RTC identify and prioritize funding for bicycle and pedestrian infrastructure and could influence road design and construction to accommodate such facilities in the future. The Regional Bicycle and Pedestrian Plan will address how Southern Nevada measures performance for bicycling and walking in accordance with federal mandates. The updated plan will support the inclusion of elements that meet the RTC's Complete Streets Policy and will help determine project prioritization for regional funding programs.

2. The RTC's responsibilities include:

   A. Year 1 Deliverables

      i) Solicit a Request for Proposal and finalize a contract with a consultant to work with RTC staff and facilitate revision of the Regional Bicycle and Pedestrian Plan.

      ii) Prepare Existing Conditions/Data Report to gather and synthesize existing data, studies, reports, and policies including existing bike/ped data, recent RTC studies, local and regional plans, and recommendations from local jurisdictions and other stakeholders. Compile recommendations that will be used to inform plan revisions.

      iii) Convene an advisory committee of key stakeholders and coalition members to help inform and guide plan development. The advisory committee will meet at least quarterly until the revised plan is adopted. Prepare and distribute advisory committee minutes.

      iv) Attend required meetings and maintain involvement in related coalitions, safety task forces, and work groups including Partners for a Healthy Nevada coalition.

v) Develop a Stakeholders Participation Plan to document public and agency involvement and to identify outreach strategies (project website, public surveys, stakeholder interviews, etc.) to share plan development updates.

B. The RTC will provide monthly written program reports to Health District. The program report will be attached to the monthly invoice.

Period of Performance Year 2 (September 30, 2015 – September 29, 2016)

1. The RTC will update and revise the Regional Bicycle and Pedestrian Plan for Southern Nevada. A consultant will be hired to work with RTC staff and oversee stakeholder engagement, identify best practices, incorporate findings from complimentary reports from Southern Nevada, perform analysis, develop the plan, and garner support for final implementation of the plan. The updated plan will be included as an appendix to the Regional Transportation Plan (RTP) and will help the RTC identify and prioritize funding for bicycle and pedestrian infrastructure and could influence road design and construction to accommodate such facilities in the future. The Regional Bicycle and Pedestrian Plan will address how Southern Nevada measures performance for bicycling and walking in accordance with federal mandates. The updated plan will support the inclusion of elements that meet the RTC's Complete Streets Policy and will help determine project prioritization for regional funding programs.

2. The RTC's responsibilities include:

A. Year 2 Deliverables

i) Develop and implement a Stakeholders Participation Plan to document public and agency involvement and to identify outreach strategies to share plan development updates.

ii) Prepare a Stakeholders Participation Summary Report (Part 1) to document public and agency input on existing bicycle and pedestrian conditions.

iii) Develop and Existing Conditions Report to gather and synthesize existing data, studies, reports, and policies including existing bike/pedestrian data, recent RTC studies, local and regional plans, and recommendations from local jurisdictions and other stakeholders.

iv) Prepare a Goals and Policies Report to guide plan development and to identify performance measures.

v) Continue participation in advisory groups to provide updates on the Bike and Pedestrian Plan revisions and to seek input on key plan deliverables.

vi) Attend required meetings and maintain involvement in related coalitions, safety task forces, and work groups.

B. The RTC will provide monthly written program reports to Health District. The program report will be attached to the monthly invoice.

ATTACHMENT B
PAYMENT

1. Payment to the RTC:

1.01 Payments shall be based on approved RTC invoices submitted in accordance with this Contract. The sum of payments shall not exceed the total compensation of $100,000 annually over a three (3) year period as stated in Paragraph 2 of this Contract, and no payments shall be made in excess of the maximum allowable annual budget of $100,000 for the three-year period of this Contract.

1.02 Budget. Note: If ten percent or more of the awarded funds are moved from one approved annual budget year to another approved budget year, prior approval of the Health District is required.

Total Budget (Years 1 and 2):	**$200,000**
Budget Year 1 (February 12, 2015 – September 30, 2015)	**$100,000**
Consultant/Contractual: Includes costs associated with hiring a consultant to assist with stakeholder engagement, cost of consultant, identifying best practices, incorporating findings from complimentary reports from Southern Nevada, performing analysis, developing the plan, and assisting with garnering support for adoption of the final plan.	**$100,000**
Budget Year 2 (September 30, 2015 – September 29, 2016)	**$100,000**
Consultant/Contractual: Contractor/consultant will work with RTC project staff to prepare supplemental reports including an Existing Conditions Report, a Stakeholders Participation Plan, a Goals and Policies Report and develop a working draft of the revised Bike and Pedestrian Plan by the end of the contract period.	**$100,000**

1.03 The RTC's invoices shall be submitted monthly for months during which services are performed and which details costs incurred for each item identified in the project budget show in 1.02 above.

a. Backup documentation including but not limited to invoices, receipts, proof of payments or any other documentation requested by the Health District, is required, and shall be submitted by the RTC in accordance with cost principles applicable to this Contract.

b. The RTC invoices shall be signed by the RTC's official representative and shall include a statement certifying that the invoice is a true and accurate billing.

c. Cost principles contained in the federal acquisition regulations, 48 CFR, Subpart 31.3 and OMB circular A-21 shall be used as criteria in the determination of allowable costs.

1.04 The Health District shall not be liable for interest charges on late payments.

1.05 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.